Sharon E. Pomeranz
Law Office of Sharon Pomeranz
143 Pine St.
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Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEW MEXICO

ALYSSA CARTON,

Plaintiff,

v. CIV 17-0037 KG/SCY

CARROLL VENTURES, INC.,

Defendant.

NOTICE OF FILING

COMES NOW Sharon Pomeranz, and pursuant to the Court's Order of May 17, 2017, files the Fee Agreement between Alyssa Carton, Client, and Sharon Pomeranz, Attorney. The agreement is attached to this Notice of Filing.

RESPECTFULLY SUBMITTED May 19, 2017.

LAW OFFICE OF SHARON POMERANZ

/s/_____
Sharon E. Pomeranz
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143 Pine St.
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Telephone: (505) 207-0310
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Attorney for Plaintiff

SHARON POMERANZ
143 PINE STREET
SANTA FE, NEW MEXICO 87501

LAW FIRM OF SHARON POMERANZ

FEE AGREEMENT

For Legal Services, Costs, Expenses, and Legal Financing

Client: Alyssa Carton

alyssacarton@yahoo.com

This agreement is between Alyssa Carton ("Client") and Sharon Pomeranz ("Attorney"). All further references in this agreement to Client shall include all persons designated and signing below as Client. If Client is a representative of a deceased person, it is understood and agreed that the Estate of the deceased person is also a Client of Attorney.

By this agreement, Client hires Attorney to represent and advise Client regarding any claims arising out of Title Ill of the Americans with Disabilities Act, 42 U.S.C. SS 12101 et sea.. (the "ADA") and its implementing regulations against public accommodations as defined in 42 U.S.C. S 12181(7).

Client understands that Attorney is not representing or advising Client in any other legal matters under the terms of this agreement. In particular, Attorney is not representing Client concerning any probate, financial investment, debts owed, child support or any other matters.

Authority to Act

Client authorizes Attorney to act on Client's behalf in ail matters related to Client's claims. Attorney agrees to abide by Client's decisions regarding the objectives of the representation, and shall consult with Client as to the means by which they are pursued.

The Attorney's Fee

The fee of Attorney for representing Client is $100.00 per case filed on behalf of Client. Client authorizes payment to Attorney by third-party litigation management support company ("LMSC"). [1]

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[1] The low flat-fee is based upon the Client's expressed interest in enforcement of federal ADA regulations as weil as attorney consideration of a client's inability to pay a reasonable fee, Persons unable to pay all or a portion of a reasonable fee should be able to obtain necessary legal services, and lawyers should support and participate in ethical activities designed to achieve that objective.

Costs and Expenses

Costs and expenses incurred by Attorney in its representation of Client are covered by the attorney unless otherwise agreed upon with Client. Client agrees that LMSC may cover some or all of attorney's costs and expenses.

Costs and expenses include, but are not limited to, fees for expert witnesses, filing fees, fees for service of process, deposition costs, travel expenses, investigators' fees and expenses, copying charges, long distance telephone charges, messenger service fees, and Westlaw/ Lexis Nexis legal research charges.

Associate Third Party Litigation Management Support Company

Attorney may retain support staff and support companies including the Company as a third-party LMSC. The retention of any LMSC shall not change the fee owed to Attorney by Client or the duties owed to Client by Attorney.

LMSC is anticipated to provide attorney with litigation support including, but not limited to, initial drafting of legal filings, managing correspondence from opposing counsel/parties, and facilitating settlement discussions as directed by Attorney and with final authorization by Client. Attorney will provide LMSC authority to present settlement offers to opposing counsel/parties.

Substitution or Withdrawal

In the event that Client chooses to terminate this agreement prior to a judgment or other recovery, Attorney shall be entitled to no further payment from client than as defined in Costs and Expenses and Attorney's Fee sections above.

Attorney may terminate this agreement and withdraw from representation of Client if Client fails to reasonably assist and cooperate in the preparation of the work. In such circumstances, Client will reimburse Attorney for any costs or expenses, if any, that have been incurred on Client’s behalf. Attorney may also terminate this agreement and withdraw from representation of Client if it becomes, in the good faith judgment of Attorney, imprudent, illegal or unethical to pursue Client's claims. If Attorney terminates this agreement and withdraws from representation of Client under these circumstances, Client does not owe Attorney any fees for legal services.

Additional Compensation and Client Waiver of Monetary Recovery

In the event that Client's case(s) result in a judicial award or settlement payment ("Monetary Recovery"), Attorney shall receive an amount equal to one-hundred percent (100%) of the Monetary Recovery if effected by settlement before or after service of suit, with or without trial or if said monetary recovery is an award of the Court. Client understands and affirmatively acknowledges that the Attorney's receipt(s) of all proceeds from monetary recoveries are calculated to reasonably compensate Attorney, staff, and support companies for the risk, burden, expense legal work and services necessary to Clients cases.

Governing Law, Exclusive: Jurisdiction and Venue.

The Agreement shall be governed by the laws of the State of New Mexico, without regard for choice-of-law provisions. Each party consents to personal, subject matter, and all other jurisdictional requirements and venue exclusively within the State of New Mexico.

No Advice Regarding This Fee Agreement

Attorney is not acting as Clients' counsel in advising Client with respect to this agreement, as Attorney would have a conflict of interest in doing so. If Client wishes to be advised by independent counsel concerning this fee agreement, Attorney recommends that Client consult with independent counsel of their choice. In addition, if Client has any questions or would like additional information, Attorney would be happy to discuss this matter with Client.

Representation

Attorneys representation is effective as of the date Attorney begins providing services to Client as a result of the requested representation. Attorney will undertake Client's representation and work with Client to achieve the desired objectives by using Attorney's best judgment, skill, and experience. Client understands that Attorney cannot and has not made any guarantee regarding the outcome of this matter. Client further understands that Attorney will investigate Client's claims and if the claims do not appear to Attorney to have merit or are not economically feasible to pursue, Attorney shall have the right to cancel this agreement by notifying Client in writing at Client's last known address.

CLIENT ACKNOWLEDGES THAT CLIENT HAS READ THIS AGREEMENT IN ITS ENTIRETY, THAT CLIENT UNDERSTANDS IT, AND THAT CLIENT AGREES TO ITS

TERMS AND CONDITIONS.

Dated: 11-17-16

Client Signature

Alyssa Carton

Alyssa C

Law Firm of Sharon I

Attorney Signature

Dated:

By: